

AMENDMENT NO. 2
BOOKSTORE SERVICES AGREEMENT
BARNES & NOBLE COLLEGE BOOKSELLERS LLC
&
TEXAS A&M UNIVERSITY

This Amendment No.2 ("Amendment") amends and supplements the Bookstore Services Agreement ("Agreement") signed January 24, 2006 between Barnes & Noble College Booksellers LLC ("B&N") and Texas A&M University ("TAMU"). All terms used herein and not otherwise defined shall have the meaning as in the Agreement. In the event of any conflict in the terms of the Agreement and the terms of this Amendment, the terms of this Amendment shall in all aspects govern and control.

Both parties hereby agree the Agreement is amended as follows:

Article 5:

The reimbursement rate to be paid to Texas A&M by Barnes & Noble for services provided by TAMU is reduced from 1.8% of all gross sales to 1.0% of all gross sales, which now includes textbook rentals per Amendment No.1.

The second sentence of Article 5 is changed and now reads as follows:

As a reimbursement to Texas A&M for providing such services, for each calendar year or proportion thereof, Barnes & Noble shall pay to Texas A&M an amount equal to 1.0% of total gross sales (as defined in Article 20 of the original Agreement and the subsequent update of Article 20 by Amendment No. 1 to now include textbook rentals).

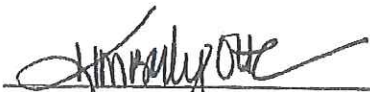
The effective term of this Amendment, and the effective date of all modifications to the Agreement as contemplated by this Amendment No.2, corresponds fully with the term specified in Amendment No.1; to begin on January 1, 2011 and to end on December 31, 2025.

All other terms and conditions of the original Agreement (signed January 24, 2006) which have not been modified by either Amendment No.1 (signed September 23, 2010) or this Amendment No.2 shall remain unchanged.

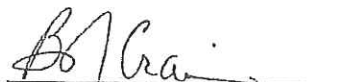
Hereby **ACCEPTED** and **AGREED**:

Barnes & Noble College Booksellers LLC

Texas A&M University



Name: Kimberly Dite
Title: Vice President



Name: B. J. Crain
Title: Chief Business Officer

24 September 2010
Date

9.24-10
Date